

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION II

-----X	:	
In the Matter of the	:	
	:	
FORD INTERNATIONAL SERVICES, INC.	:	ADMINISTRATIVE ORDER
Ringwood Mines/Landfill Site	:	(ON CONSENT)
(Ringwood, New Jersey)	:	
	:	
Respondent,	:	Index No. II
	:	
Proceeding Under Section 7003	:	
of the Resource Conservation	:	
and Recovery Act, 42 U.S.C.	:	
§6973 and Section 104(b) of	:	
the Comprehensive Environmental	:	
Response, Compensation and	:	
Liability Act, 42 U.S.C.	:	
§9604(b), as amended by Section	:	
122 of the Superfund Amendments	:	
and Reauthorization Act of 1986,	:	
Public Law 99 - 499.	:	
-----X	:	

JURISDICTION

The following Administrative Order on Consent ("ORDER") is entered into with Ford International Services, Inc. ("Respondent") pursuant to Section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6973, and Section 104(b) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9604(b), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), for which authority was delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by the President of the United States by Executive Order on January 23, 1987 and redelegated to the Regional Administrator, by EPA Delegation No. 12580. Pursuant to Section 104(b)(2) of SARA, 42 U.S.C. §9604(b)(2), the State of New Jersey has been notified of the ORDER.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Respondent, is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. §9606(21), is a past owner/operator of the Ringwood Mines/Landfill Site (the "Site"), which is a facility as defined in Section 101(9) of CERCLA, 42 U.S.C. §9601(9), and is a responsible party under Sections 107(a)(1)

528702



and (2) of CERCLA, 42 U.S.C. §§9607(a)(1) and (2).

2. The Site is on the National Priorities List ("NPL"), 40 C.F.R. Part 300, Appendix B, of known and threatened releases, which has been issued pursuant to Section 105(8)(B) of CERCLA, 42 U.S.C. §9605(8)(B).

3. Respondent (formerly known as Ford International Studies, Inc. and Ringwood Realty Corp.) acquired certain properties ("the Site") in the Ringwood, New Jersey area from Pittsburgh Pacific Company on January 7, 1965. Respondent owned these properties until it transferred title to the properties in several transactions as set forth below:

<u>Deed Date</u>	<u>Acreage</u>	<u>Grantee</u>
11/21/69	87.310	High Point Homes, Inc.
5/14/70	207.97	Public Service Electric and Gas Co.
6/7/70	18.584	High Point Homes, Inc.
11/2/70	289.89	Ringwood Solid Waste Management Authority
11/13/70	122.039	High Point Homes, Inc.
12/21/73	109.249	New Jersey Department of Environmental Protection
12/21/73	35.475	The Housing Operation With Training Opportunity, A New Jersey Corporation Not for Profit

On and after December 21, 1973, Respondent was not an owner or operator of any portion of the site.

4. The Site has been used for the disposal of solid waste which may have contained hazardous substances. The Site comprises several waste disposal areas, including: open dumps, landfills, abandoned mine shafts and pits used for the disposal of industrial and municipal wastes.

5. Groundwater is the major source of drinking water in Ringwood Borough. Potable water is provided through a municipal distribution system that utilizes bedrock wells and an artesian spring and private commercial/residential wells located adjacent to the Site.

6. The Site is located within the watershed of the Wanaque Reservoir which supplies drinking water to approximately 65,000 people. Some surface water draining the Site, after mixing with water from other sources, discharges to the Wanaque Reservoir approximately one mile south of the Site. There are no drinking water intakes from the Reservoir within three miles of the Site.

7. Pursuant to Section 3013 of RCRA, 42 U.S.C. §6934, an Administrative Order on Consent ("ACO") was issued on March 16, 1984 by EPA Region II, whereby a Remedial Investigation ("RI" or "the Study") for the Site was funded by Ford International Services, Inc.

8. In a letter dated January 12, 1987, EPA acknowledged completion of the RI and satisfaction of the RCRA Section 3013 ACO.

9. The RI for the Site was divided into three phases. The purpose of Phase I was to collect all existing data on the Site, consult the literature and produce some geologic and structural mapping of the area. A work plan for the Phase II investigation was produced from this effort. The Phase II investigation consisted of geophysical work, test pit excavations, monitoring well installations, and sampling from test pits, monitoring wells, surface water and seeps.

10. After reviewing the Phase II Report, EPA requested an additional round of surface water sampling and subsequently some additional work under a Phase III work plan.

11. The results of the Phase II and Phase III activities revealed that in the Test Pits the concentration of hazardous substances was as high as: Barium, 700 parts per billion ("ppb"); Cadmium, 130 ppb; Lead, 560 ppb; Aliphatic Hydrocarbons, 20 ppb; Alcohols and Ketones, 13 ppb.

12. Sampling of the paint sludge indicated the presence of the following hazardous substances:

Barium-	1,200 ppb
Chromium-	150 ppb
Lead-	3,100 ppb
Volatiles-	4,900 ppb

13. Sampling of the groundwater monitoring wells adjacent to the disposal areas indicated the presence of several non-priority pollutants and the following hazardous substances:

Arsenic -	15 ppb
Barium -	530 ppb
Copper -	130 ppb
Mercury -	.6 ppb
Manganese -	4,100 ppb
Lead -	764 ppb
Thallium -	100 ppb
Zinc -	768 ppb
Toluene -	36 ppb
Chlorinated Hydrocarbons -	3,135 ppb

14. Hazardous substances in the monitoring wells in the Peters Mine Area may have resulted from the paint sludge and/or the Peters Mine.

15. Hazardous substances were also found in the monitoring wells adjacent to the O'Connor disposal site, St. George Pit and the Cannon Mine Shafts.

16. EPA and Respondent recognize that the public interest is served by this Order.

17. Respondent has had an opportunity to confer with EPA and to state any objections Respondent may have had with respect to the contents of this Order.

18. Respondent's consent to the issuance of this Order shall not be construed as an admission of any liability or responsibility for the conditions at the Site.

19. Respondent admits that it was the owner of the properties described in Paragraph 3, above. Respondent notes that it is not now and has not been for over ten years either an owner or operator of the Site. Respondent believes there is no continuing conduct connecting it to the Site, but it will voluntarily undertake the steps described herein without prejudice to its position.

20. Respondent's consent to this Order shall not be construed as a waiver of any defenses which it may wish to raise in any other proceeding.

21. Respondent agrees that the Regional Administrator has the authority to issue this Order, and it will not contest the authority or jurisdiction of the Regional Administrator to issue this Order, nor the Determination set forth herein.

22. Respondent and EPA each consent to these Findings and to the following Order without trial or adjudication of any issues of fact or law.

DETERMINATION

Upon the basis of the foregoing Findings of Fact and Conclusions of Law, the Regional Administrator, EPA Region II, has determined that the presence of hazardous substances at the Site may present a hazard to human health or the environment. The Regional Administrator has further determined that Respondent is qualified within the meaning of 104(a) of SARA to conduct the work called for under this Order, which the Regional Administrator deems reasonable to ascertain the nature and extent of such hazard.

ORDER

Based on the information set forth above, and pursuant to Section 104(b) of CERCLA as amended by Section 122 of SARA, 42 U.S.C. §9604(b) and on Section 7003 of RCRA, it is hereby Ordered that the Respondent shall undertake a Feasibility Study ("FS") for the Site in accordance with the requirements specified below. The purpose of this FS is to develop and evaluate remedial alternatives for the Site. All activities shall be completed as soon as possible even though maximum time periods for their completion may be specified in this Order or in the EPA approved work plans.

I. Feasibility Study

A. Respondent has submitted for EPA review and approval a draft work plan for a Feasibility Study ("FS Work Plan"), attached as Appendix A. The FS Work Plan shall conform with 40 C.F.R. §300.68 (a)-(j) and with EPA's current Guidance on Feasibility Studies Under CERCLA, or in the absence of such guidance with EPA's "Guidance on Feasibility Studies under CERCLA April 1985," as updated and superseded by the statutory requirements of SARA. The FS Work Plan shall include a schedule for the performance of the specified tasks. EPA will review and comment on the FS Work Plan. Within fifteen (15) days of Respondent's receipt of EPA's comments, Respondent shall amend the FS Work Plan as required by those comments, or as otherwise approved by EPA, and shall submit the amended document to EPA. When EPA determines that the FS Work Plan, as amended by EPA's comments, is acceptable, EPA shall transmit to Respondent a written statement to that effect.

B. Information on the site background, the nature and extent of the problem, and previous response activities presented in the Final RI Investigation Report ("Final RI Report") may be incorporated by reference in the FS. To the extent that any further study activities are required, Respondent shall perform such work promptly subject to EPA review and approval.

C. Respondent shall perform the Feasibility Study ("FS") in conformance with the EPA Approved FS Work Plan, pursuant to the schedule set forth in the FS Work Plan. Respondent shall submit to EPA for review an interim FS Report ("Interim FS Report") which shall include the recommended remedial alternative(s). EPA will review and comment in writing on the Interim FS Report.

D. Within 30 days of the date of EPA's comments on the the Interim FS Report, Respondent shall amend that report to conform with the comments and shall submit the amended report to EPA for approval.

If EPA finds that additional evaluations are necessary, Respondent shall perform them in accordance with both EPA approved specifications and a written performance schedule. The amended report shall constitute the "Draft FS Report" and shall be submitted for publication pursuant to Paragraph E below.

E. Following submittal of the Draft FS Report, EPA will announce to the public the availability of both the Final RI Report and the Draft FS Report for review and comment. EPA policy and guidance in effect at the time the public comment period is initiated shall be followed. Following the public comment period (which may involve both written and oral comments), EPA will determine if the reports should be modified or accepted as submitted, and EPA will notify the Respondent in writing.

F. Within 30 days of the close of the public comment period, Respondent shall prepare a Final FS Report which incorporates EPA's comments and responds to the comments and criticisms submitted by the public in written or oral presentations. The Final FS Report will indicate the changes from the Draft FS and the reasons for any such change.

G. EPA remains the final arbiter in any dispute regarding the sufficiency of the RI Report, the FS Work Plan, the Draft FS Reports and the Final FS Report, and EPA may modify them unilaterally.

H. EPA shall make the final selection of the remedial alternative(s) to be implemented.

II. Reporting

A. Respondent shall submit a progress report to EPA on the last day of every month following the effective date of this Order. The progress report, in the format attached in Appendix B, shall develop a chronological record of Site activities.

B. Respondent shall provide EPA or its designated representative with duplicate and/or split samples of any samples collected in furtherance of study activities performed with respect to the Site.

C. All data and information, including raw sampling and other monitoring data, generated by Respondent or on behalf of Respondent, shall immediately be made available to EPA or its designated representatives. No such data or information shall be destroyed without the express written approval of the Office of Regional Counsel, Region II, and all such data and information shall be preserved for at least eight years.

D. All records prepared or compiled by Respondent and delivered to EPA in the course of implementing this Order shall immediately be available to the public unless identified as confidential by Respondent in conformance with 40 C.F.R., Part 2. Records so identified shall be treated as confidential only in accordance with the applicable confidentiality regulations. Sampling and other monitoring data, and hydrological and geological information, may not be considered confidential. EPA may release all records to the New Jersey Department of Environmental Protection ("NJDEP"). NJDEP may make those records available to the public unless Respondent conforms with appropriate New Jersey law and regulations regarding confidentiality.

E. Respondent shall give EPA reasonable advance notice of any on-site and off-site sampling activities.

F. The original and one copy of all submittals required from Respondent under the terms of the Order to be submitted to EPA shall be sent by certified mail, return receipt requested to:

Chief, Site Compliance Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency
26 Federal Plaza
New York, New York 10278

Attention: Patricia Wells, Ringwood Mines/
Landfill Site Project Officer

One copy of all such writings shall be transmitted by certified mail, return receipt requested to:

Chief, New Jersey Superfund Branch
Office of Regional Counsel
U.S. Environmental Protection Agency
26 Federal Plaza
New York, New York 10278

Attention: Beverly Kolenberg, Esq.

Five copies of all such writings shall be transmitted by certified mail, return receipt requested to:

Edgar Kaup
New Jersey Department of Environmental Protection
Division of Waste Management
HSMA
CN-028
Trenton, New Jersey 08625

II. EPA Communications and Decisions

A. Written communications from EPA to Respondent shall be sent by Express Mail or by certified mail, return receipt requested to:

Jerome S. Amber
Principal Staff Engineer
15201 Century Drive
Suite 608
Dearborn, Michigan 48120

B. All decisions of EPA pursuant to this Order, including approvals, disapprovals, grants or denials of requests for extensions of time and requests for modifications of reports, work plans, specifications, schedules, and other work outputs shall be communicated in writing to Respondent by Chief, Site Compliance Branch, U.S. Environmental Protection Agency, 26 Federal Plaza, New York, New York 10278.

C. No informal advice, guidance, suggestions or comments by EPA or NJDEP regarding reports, plans, specifications, schedules or any other writings submitted by Respondent shall be construed as relieving Respondent of its obligation to obtain the formal approvals which may be required by this Order.

IV. Respondent's Facility Coordinator and EPA Inspection Authority

A. Within fifteen (15) days of the effective date of this Order, Respondent shall provide EPA with the name, title, address, phone number and qualifications of its designated Facility Coordinator, who shall be responsible for the oversight and the implementation of this Order and all the activities required herein.

The Facility Coordinator shall have sufficient technical expertise to oversee properly all aspects of the work contemplated by this Order. Counsel for Respondent shall not be eligible to be the Facility Coordinator. All correspondence and other writings from EPA to Respondent shall be made available to the Facility Coordinator. Respondent shall have the right to change its Facility Coordinator at any time. However, Respondent shall notify EPA in writing at least five working days prior to any such change. If such advance notice is not feasible, notice shall be given by the best means and as promptly as possible.

B. All employees and agents of the Respondent ("Agents"), who engage in activities pursuant to this Order, shall, upon reasonable request, cooperate with EPA for any purpose related to investigations, response action and/or enforcement proceedings conducted with respect to the Site. All contracts between the Respondent and its consultants and contractors shall specifically provide for the Agents' availability and cooperation with EPA.

C. EPA and EPA's designated representatives, including but not limited to their employees, agents, contractors and consultants, and including the EPA designated on-scene coordinator and/or EPA Project Manager shall have authority to observe any work being carried out on the site and off-site by Respondent, for the purposes of inspecting and observing Respondent's progress in implementing any requirements of this Order, or for the purpose of verifying the data submitted to EPA by Respondent concerning such implementation. To the maximum extent possible, Respondent shall permit such persons to inspect and copy all writings (including all data in any way pertaining to work undertaken pursuant to this Order). Respondent shall not be required to permit anyone who is not bound by EPA's confidentiality regulations to inspect or copy any writing which is entitled to confidential treatment under Title 40 CFR Part 2. Notwithstanding the above, EPA hereby retains all its inspection authority under CERCLA and the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. NJDEP and its designated representatives, as well as any EPA contractor and its representatives, shall be eligible to be designated representatives of EPA under this paragraph.

V. Enforcement Actions

A. In the event that Respondent fails to adhere to any requirement of this Order; or, notwithstanding compliance with the terms of this Order, upon the occurrence or discovery of a situation which EPA would be empowered to take any further response action, including but not limited to an immediate removal, planned removal, and/or interim remedial action; or in the event of a release or threatened release not addressed by this Order; or upon the determination that action beyond the terms of this Order is necessary to abate an imminent and substantial endangerment to the public health or welfare or the environment that may be posed by this Site; or under any other circumstances authorized by law and not inconsistent with the terms of this Order, EPA may, after notice to Respondent, institute federally funded response activities and subsequently pursue cost recovery actions available, and/or EPA may issue orders to Respondent pursuant to available statutory authority. EPA will advise Respondent if EPA wishes to alter or in any way modify Respondent's obligations under this Order as a result of any actions undertaken by EPA or its representatives.

B. EPA reserves its right to bring an action against Respondent pursuant to Section 107 of CERCLA, 42 U.S.C. §9607, for recovery of any costs incurred in oversight of Respondent's implementation of this Order, and for any other costs incurred by EPA in connection with investigative or response activities at the site, including all costs associated with EPA's performance of the RI/FS or any part thereof, if Respondent fails to complete properly the RI/FS in conformance with the requirements of this Order.

C. Notwithstanding any other provision of this Order, EPA reserves the power to take enforcement actions, including actions for monetary penalties, for any violation of law and/or this Order.

D. If Respondent fails to meet the requirements set forth in this Order or otherwise established or approved by EPA, Respondent shall make payments to the EPA in the amount indicated below for each day of noncompliance:

<u>Days After Required Date</u>	<u>Stipulated Civil Penalties</u>
1-14	\$ 750 for each day
15-30	\$ 1200 for each day
greater than 31	\$ 1500 for each day

Any such penalty shall accrue as of the first day of unexcused failure to meet the requirements. The penalty shall be due and payable ten days following receipt of a written demand by EPA or, if no such demand is received, on the thirtieth day following the date the penalty accrues, and shall be due and payable every thirtieth day thereafter. Payment of any such penalty to EPA shall be made by certified check payable to the EPA, Hazardous Substances Response Trust Fund, and mailed to the following address with a notation of the docket number of this Order:

U.S. Environmental Protection Agency
Region II
Regional Hearing Clerk
P.O. Box 360188M
Pittsburgh, PA 15251

VI. Reimbursement

A. EPA shall submit to the Respondent an accounting of all oversight and response costs incurred by the U.S. Government, whether such oversight or response is performed by EPA or by a contractor selected by EPA, with respect to work associated with the RI and FS performed by Respondent. Within 30 calendar days of receipt of that accounting, the Respondent agrees to remit a check for the amount of those costs made payable to the "Hazardous Substance Superfund, pursuant to Section 107 of CERCLA as amended by SARA, 42 U.S.C. §9607. Checks should specifically reference the identity of the Superfund site and be sent to the address in Paragraph V D above. A letter of explanation shall accompany the payment; a copy of the letter shall be sent to the Chief, Site Compliance Branch, EPA Region II.

VII. General Provisions

A. This Order shall be effective on the date on which it is signed by the Regional Administrator.

B. All work conducted pursuant to this Order shall be performed in accordance with prevailing professional standards.

C. All actions performed by Respondent in implementing this Order shall be in compliance with all applicable, relevant and appropriate federal, state, and local laws and regulations, including but not limited to the National Contingency Plan found at 40 C.F.R. Part 300 (exclusive of the cost balancing provisions of Title 40 C.F.R. §300.68(k)). Respondent shall be responsible for obtaining all necessary permits, licenses and other authorizations.

D. All reports, work plans and other writings required under the terms of this Order, upon approval by EPA, are incorporated into this Order.

E. Neither the United States Government nor any agency thereof shall be liable for any injuries or damages to persons or property resulting from acts or omissions of Respondent, its officers, directors, employees, agents, servants, receivers, trustees, successors, or assigns, or of any persons, including but not limited to firms, corporations, subsidiaries, contractors or consultants, in carrying out activities pursuant to this Order, nor shall the United States Government nor any agency thereof be held out as a party to any contract entered into by Respondent in carrying out activities pursuant to this Order.

F. Respondent agrees to indemnify and hold harmless EPA and the United States Government, its agencies, departments, agents and employees, from all claims or causes of action by third parties for any injuries or damages to persons or property resulting from acts or omissions of Respondent, its officers, directors, employees,

agents, servants, receivers, trustees, successors, or assigns, as a result of carrying out the activities pursuant to this Order. Respondents shall secure liability insurance naming EPA as the beneficiary to assure that the aforesaid indemnification is provided for.

G. This Order shall apply to and be binding upon Respondent and Respondent's officers, directors, employees, agents, servants, receivers, trustees, successors, and assign and upon all persons, including but not limited to firms, corporations, subsidiaries, contractors and consultants, acting under or for Respondent.

H. Nothing contained in this Order shall affect any right, claim, interest, defense, or cause of action of any party hereto with respect to third parties.

I. Nothing in this Order constitutes a decision on pre-authorization of funds under Section 111 of CERCLA, 42 U.S.C. §9611.

J. Respondent agrees that it will not seek reimbursement under Section 106(b)(2)(A) and (B) of CERCLA as amended by SARA.

K. Respondent agrees not to make any claims for expenses, pursuant to Section 112 of CERCLA, 42 U.S.C. §9612, directly or indirectly against the "Hazardous Substances Response Trust Fund" established pursuant to CERCLA for expenses related to this Order.

L. Respondent's activities under this Order shall be performed within the time limits set forth herein, or otherwise established or approved by EPA, unless performance is delayed by events which constitute a force majeure. For purposes of this Order, a force majeure is defined as any event arising from causes beyond Respondent's control, the effects of which could not have been anticipated, prevented or minimized by Respondent's conduct. Financial considerations shall not be considered circumstances beyond the control of Respondent. In the event of a force majeure, Respondent shall be obligated to perform the affected activities within a time period which shall not exceed the time period of delay attributed to the force majeure; provided, however, that no deadline shall be extended beyond a period of time that is reasonably necessary. In the event that there is a dispute about whether any delay results from circumstances beyond the control of Respondent, the burden of proof shall be on the Respondent. Moreover, Respondent shall verbally notify EPA's Project Manager as soon as possible that circumstances constituting a force majeure have occurred or are likely to occur. If the Project Manager cannot be contacted, Respondent shall attempt to leave a message at his or her office. In addition, Respondent shall notify EPA in writing, over the signature of a responsible official, as soon as possible but not

later than five (5) days after Respondent becomes aware that circumstances constituting a force majeure have occurred. Such written notice shall be accompanied by all available pertinent documentation, including but not limited to third-party correspondence, and shall contain the following: (1) a description of the circumstances, and rationale for interpreting such circumstances as being beyond Respondent's control; (2) the actions (including dates) that Respondent has taken and/or plans to take to minimize any delay (3) the date by which or the time period within which Respondent proposes to complete the delayed activities. Respondent's failure to notify EPA in a timely manner, as required by this paragraph, shall render the remaining provisions of this paragraph null and void insofar as they may entitle Respondent to an extension of time.

M. Respondent shall use its best efforts to avoid or minimize any delay or prevention of performance of its obligations under this Order. Respondent shall provide written notification to EPA of any circumstances which have caused or which Respondent believes are likely to cause a delay in performance. Such written notice: (1) shall be provided as soon as possible, but not later than five (5) days after the date when Respondent knew or should have known of the occurrence of such circumstances; (2) shall be accompanied by all available documentation, including but not limited to third-party correspondence; and (3) shall include (a) a description of the circumstances causing or potentially causing the delay; (b) the actions (including pertinent dates) that Respondent has taken and/or plans to take to minimize any delay; and (c) the date by which or time period within which Respondent proposes to complete delayed activities. Such notification does not relieve the Respondent of any obligation under this Order.

N. This Order may be amended by mutual agreement of EPA and the Respondent. Such amendments shall be in writing and shall have as the effective date, the date on which, such amendments are signed by EPA.

O. Respondent agrees not to contest the authority or jurisdiction of the Regional Administrator to issue this Order, and also agrees not to contest the terms of this Order in any action to enforce its provisions.

P. The provisions of this Order shall be deemed satisfied upon the Respondent's receipt of written notice from EPA that the Respondent has demonstrated, to the satisfaction of EPA, that all of the terms of this Order, including any additional tasks which EPA has determined to be necessary, have been completed. Following Respondent's completion of the requirements of this Order, Respondent may apply to the Director, Emergency and Remedial Response Division, EPA Region II, for acknowledgement that the requirements of this Order have been completed in compliance with applicable laws and regulations.

IT IS SO ORDERED:

U.S. ENVIRONMENTAL PROTECTION AGENCY

CHRISTOPHER J. DAGGETT
Regional Administrator
U.S. Environmental Protection Agency
Region II

Date

CONSENT

Respondent has had an opportunity to confer with EPA and to state any objections it may have had with respect to the contents of this Order. Respondent hereby consents to the issuance of this Order and to its terms.

FORD INTERNATIONAL SERVICES, INC.

By:

Name

Date

Title